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RANCHI MONDAY 11th MAY, 2026

DEPARTMENT OF MINES AND GEOLOGY

NOTIFICATION
8th MAY,20 26

No.Kha.Ni.(Vividh)-95/2024-1154/M.--In exercise of the powers conferred by section 15of the Mines and Mineral (Regulation and Development) Act, 1957, the Governor of Jharkhand hereby makes the following rules further to amend the Jharkhand Sand Mining Rules, 2025, namely:-

These Rules shall be called Jharkhand Sand Mining (Amendment) Rules, 2026 and it shall be effective from the date of publication of the notification.

1. **Rule-2 (W) shall be substituted as per following: -**

   "Year" means period of allocation of sand ghat/deposit commencing from the date of registration of executed lease deed.

2. **Table of Rule-6 (V)(c) shall be substituted as per following: -**

Sl. No.	Installments	Schedule for payments
1	First Installment(50%)	**a.** Before grant of first permit for the first year. **b.** In Second and Subsequent year,first quarter of the year.
2	Second Installment(25%)	Third quarter of the year
3	Third Installment(25%)	Fourth quarter of the year

3. **Rule-6 (V)(a) shall be substituted as per following: -**

"Bid amount shall be for the period of first year of allocation that will start from the **date of registration of executed** lease deed. Bid amount for the second and subsequent year shall be One Hundred and Ten Percent (110%) of the previous financial year Annual Mineral Concessional Value."

4. **Rule-6 (V)(d) shall be substituted as per following: -**

"Royalty and contribution to the District Mineral Foundation Trust of the sand deposit shall be payable as per Schedule-I, and Income Tax, Environmental Cess, Management Fee, GST, Stamp Value and Registration Charges etc. shall be paid as per applicable law."

5. **Rule-6(VII)(b) shall be substituted as per following: -**

"Lease deed in the format as prescribed in Schedule-II, shall be executed after acquiring all necessary clearances including consent of concerned Gram Sabha in Schedule area as defined in THE PROVISIONS OF THE PANCHAYATS (EXTENSION TO THE SCHEDULED AREAS) Jharkhand Rule-2025."

6. **Rule-6(X)(d)shall be inserted after Rule-6(X)(c) as per following: -**

"6(X)(d)- Monthly return for the purposes of as mentioned in above sub rule (a), shall be submitted by the lessee for the month, within the Tenth day of subsiding month. In case of failure of submission, a fine Rupees. 25/- per day subject to the maximum Rupees 2500/- shall be payable.

By the order of the Governor of Jharkhand,

(Arava Rajkamal),
Secretary to the Government

[See rule- 6 (V)(d)]

SCHEDULE-I

SL. No.	Name of the Mineral	Rate of Royalty
1	Ordinary Sand used for Construction purpose	Rs. 50.00 per Cubic Meter
2	Sand (Others)	Rs. 25.00 per tonne

[See rule- 6(VII)(b)]

SCHEDULE-II

FORMAT OF MININGLEASE

This deed for grant of as and mining lease("**Lease**")is made by and between the following:

PARTIES:

1 **The Governor of Jharkhand**, acting through Deputy Commissioner *of the[.....] district* (the "**State Government**").

AND

2 **[Name of the Lessee]**[incorporated in India under the Companies Act, [1956/2013] with corporate identity number [CIN], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] **OR** [an individual who is citizen of India, having income tax permanent account number [number], residing at [address]] **OR** [persons listed in *SCHEDULE A* organised as a [firm/association of persons]in the nameof[*name of the firm or association of individuals*],all of whom are Indian citizens and resident in India] (the "**Lessee**").

BACKGROUND:

A. TheLesseehadparticipatedinanelectronicauctionforgrantofasandminingleas e, pursuant to which the Lessee has become eligible for grant of a mining lease.

B. Accordingly, the State Government is now executing this deed for grant of as and mining Lease to the Lessee in consideration of the annual mineral concessional value, royalties, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed.

1. DEFINITIONS

The expressions used in this Lease shall have the same meaning a sscribed to them under the Act and the rules made there under.

2. GRANTOFLEASE

2.1. The State Government here by grants the Lease to the Lessee over an area described in Schedule B ("**Lease Area**") for conducting sand mining operations for a period of 05 years, commencing from the date on which this duly executed mining lease deed is registered with respect to sand ("**Mineral**").

2.2. The Lease shall be with respect to the Mineral situated lying and being in or under the Lease Area.

2.3. Subject to the Lessee paying the royalties and making other payments required to be paid and observing and performing all the covenants and agreements here in contained and on the part of the Lessee to be observed and performed shall and may quietly hold and enjoy the rights and premises of the Lease Area for and during the term hereby granted without any unlawful interruption from or by the State Government, or any person rightfully claiming under it.

3. RIGHTSANDOBLIGATIONS

3.1. The rights and obligations of the State Government and the Lessee shall be as specified in the Act and the rules made there under, including with out limitation the Jharkhand Sand Mining Rules, 2025

3.2. Without prejudice to the generality of the foregoing,

(a) The Lessee shall:

(i) at all times comply with the provisions of the Act and the rules made there under and any other applicable law;

(ii) Make prompt payment of royalty and any other payment required to be made by the Lessee;

(iii) pay such compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury, or disturbance which may be done by the Lessee in exercise of the powers granted by this Lease and to indemnify and keep indemnified fully and completely the State Government against all claims which may be by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith;

(iv) take measures, at his own expense, for the protection of environment like planting of trees, use of pollution-control devices, and such other measures as may be prescribed by the Central or State Government from time to time;

(v) without delay send to the Deputy Commissioner a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under this Lease;

(vi) cause to be measured mineral upon some part of the Lease Area from time to time won from the Lease Area, with 30 days prior notice being given by the Deputy Commissioner every such measuring in order that he or some person on his behalf may be present thereat;

(vii) pay stamp duty and registration charges as may be applicable in respect of this deed.

(b) The State Government shall:

(i) have the right to, at all times to enter into and upon and to grant or demise to any person or persons whomsoever liberty to enter into and upon the Lease Area for all or any purposes other than those for which sole rights and Lease are hereby expressly conferred upon the Lessee, including without limitation, to make on, over or through the said lands such roads, as shall be considered necessary or expedient for any purposes and to obtain from and out of the said lands such stone, earth or other materials as may be necessary or requisite

for making, repairing or maintaining such roads, to pass and repass at all times over and along such roads, for all purposes and as occasion shall require;

(ii) have the right to appropriate any performance security provided by the Lessee in accordance with terms of such performance security and require the Lessee to replenish the performance security. In case the performance security has been provided throughha security deposit after termination of the Lease and fulfilment of all obligations of the Lessee, such security deposit shall be returned to the Lessee after appropriate deductions. It is clarified that the security deposit shall not carry any interest; and

(iii) have the right to carry out or perform any work or matters which in accordance with the covenants in that behalf are to be carried out or performed by the Lessee, but have not been so carried out or performed with in the time specified In that be half, and the Lessee shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same.

3.3. If the State Government is desirous of exercising its right of pre-emption with respect to any mineral other than sand the State Government shall pay the average sale price of such minerals as published Directorate of mines prevailing at the time of pre-emption.

3.4. In the event of the existence of a state of war or emergency(of which existence the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof) the State Government with the consent of the Central Government shall from time to time and at all times during the said term have the right (to be exercised by a notice in writing to the Lessee/Lessees) forthwith take possession and control of the works, machinery and premises of the Lessee on or in connection with the Lease Area or the operations under this Lease and during such possession or control, the Lessee shall conform to and obey all directions given by or on behalf of the Central or State Government regarding the use of employment of such works, premises and minerals, provided that fair compensation, which shall be determinedinde fault of agreement by the State Government shall be paid to the Lessee for all loss or damage sustained by him/them by reason or in consequence of the exercises of the powers conferred by this clause and provided also that the exercise of such power shall not determine the said term here by granted or affect the terms and provisions of this clause.

3.5. If after the receipt of an offer of compensation for any damage which is likely to arise from the proposed operation of the Lessee, the occupier of the surface of any part of the said lands shall refuse his consent to the exercise of the rights and powers reserved to the State Government and granted by this Lease, the Lessee shall report the matter to the State Government and shall deposit with it the

amount offered as compensation and if the State Government is satisfied that the amount of compensation is reason able or if it is not so satisfied and the Lessee shall have deposited with it such further amount as the State Government may consider reasonable, the State Government shall order the occupier to allow the Lessee to enter upon the said land and carry out such operations as may be necessary for the purpose of the Lease. In assessing the amount of such compensate on the State Government shall he guided by the principles of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation & Resettlement Act, 2013.

3.6. Every notice required to be given to the Lessee shall be given in writing to such personas may be nominated by the Lessee and such nomination shall be informed to the State Government in writing. If no such nomination is made then the notice shall be sent to the Lessee by registered post/speed post addressed to the Lessee at the address shown in the application for the Lease or at such other address in India as the Lessee may designate from time to time and every such service shall be deemed to be proper and valid service upon the Lessee and shall not be questioned or challenged by him.

3.7. If in any event the orders of the Deputy Commissioner are revised, reviewed or cancelled by Mines Commissioner, the Lessee shall not been titled to compensation for any loss sustained by the Lessee in exercise of the powers and privileges conferred upon the Lessee by these presents.

3.8. In case of any activities in contravention with the Governing Rules and violation of terms and condition of the lease deed, the lessee shall be the solely responsible.

4. GOVERNINGLAW

This Lease and all questions of its interpretation shall be construed in accordance with the laws of India. In the event of any dispute in relation to the this Lease and in respect of all matters touching the relationship of the Lessee and the State Government, suits of petitions shall be filed in civil courts at [name of the city]) and it is hereby expressly agreed that neither party shall file a suit or appeal or bring any actions at any place other than the courts named above.

In witness where of the represent shave been executed at the[*name of place*]on[*date*].

Witnesess:-

1. Deputy Commissioner

(Name of the district)

2.

lessee

SCHEDULE A–LIST OF PERSONS

S.No	Name	PAN Number	Address

SCHEDULE B:AREA OF SAND MININGLEASE

[Description of area, including Geo-co ordinates, to be provided as per District Survey Report(Sand)]

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